EXHIBIT 1

Vie Serifovski, Esq.
15450 E. Jefferson, Ste. 160
Grosse Pointe Park, MI 48230

Re: Judge Jeannette O'Banner-Owens
Evelyn Dubose v. Honda Collier and Gary King

Dear Ms. Serifovski,

I appealed a decision of Magistrate Shannon regarding a small claims matter that I had filed. Judge Shannon had ruled for Honda Collier and Gary King. He made a bad decision and it was very unfair. When we were at court on July 1, 2005 in front of judge Owens, Mr. King did not show up. Ms. Collier wanted to represent Mr. King and the judge would not allow it. After the judge made this ruling Ms. Collier became very upset. She was very rude and spoke to the judge in a very disrespectful and mean way. At all time during the hearing, Ms. Collier was swinging her head back and forth waving her arms in the air while speaking and constantly rolling her at eyes at both the judge and me. When the judge would ask her a question she would avoid her questions by going into some long winded explanation. Ms. Collier raised her voice to the judge. As I remember she stormed out of the courtroom before the case was even over. Because she was waiting outside the judge asked me to stay in the courtroom until she had left the building.

I cannot even explain to you what a hardship living next door to this woman has caused me. She has not stopped in her efforts to intimidate me and she do what she wants to do. After the hearing in Judge Owens' courtrooms. Mr. King and Ms. Collier appealed her decision and the matter was heard in front of Judge Bradfield. Judge Bradfield was very respectful and gave us both an equal opportunity to present our case. After the judge heard the evidence he ruled in my favor. Ms. Collier still harasses and tries to intimidate me. She has thrown grass and sand and dirt on my property several times as a result of her dissatisfaction with the court ruling. I had to call the police out to my home several times in order to protect my property and my family. The police instructed me to get a PPO against Ms. Collier and I did. Now, I found out that Ms. Collier and Mr. King wishes to appeal Judge Bradfield's decision. I also found out that Ms. Collier has filed a similar grievance against Judge Bradfield claiming that he did not give her the opportunity to present her case. Ms. Collier will do anything to get her way so that she can continue to harass me.

Sincerely,

Evelyn Dubose

EXHIBIT 2

Approved, SCAO

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STATE OF MICHIGAN
21th JUDICIAL DISTRICT
JUDICIAL CIRCUIT

JUDGMENT
Civil

CASE NO.
05-201411

Court address 421 Madison Det. M, 48226 Court telephone no.

Plaintiff(s)

v

Defendant(s)

Evelyn Dubose
19993 Manor
Detroit M, 48221
Plaintiff/Attorney

Honda L. Collier
19985 King Manor
Det, M, 48221
Defendant/Attorney

☒ JUDGMENT
For: PLAINTIFF

Against: DEFENDANT

☒ Trial ☐ Consent
☒ Summary Disposition ☐ Default

☐ DISMISSAL
☐ Without prejudice ☐ With prejudice

ORDER OF JUDGMENT

Damages $ 1601.55 Other conditions, if any:
Interest $
Costs $ 108.00
Other (specify) $
$
Judgment $ 1709.55
This judgment will earn interest at current statutory rates.

☐ A note or other written evidence of indebtedness has been filed with the clerk for cancellation.

☐ Approved as to form, notice of entry waived.

IT IS ORDERED that this judgment is granted.

2/5/06
Judgment date

Judge/Court clerk P27169 Bar no.

Plaintiff/Attorney

Defendant/Attorney

Judgment has been entered and will be final unless within 21 days of judgment date a motion for new trial or an appeal is filed.

CERTIFICATE OF MAILING

I certify that a copy of this judgment was served upon the other party(ies) or their attorney(s) by ordinary mail at the above address(es).

Date

Signature

MC 10 (3/01) **JUDGMENT, CIVIL**

MCR 2.601, MCR 2.602, MCR 2.603

COURT

EXHIBIT 3

AFFIDAVIT

JTC Grievance 02-14120

The undersigned, Corey Miller, states that if called as a witness in this matter, he will testify as follows:

1) At all times during my case before Judge Owens, I believe she was fair to both me and the Defendant, Jay Singh.

2) I do not believe Judge Owens was biased or prejudiced against Defendant Singh because he may be from another county, or speaks with an accent.

3) In my opinion, Mr. Singh speaks English very well and was able to articulate what he wanted to say at all times.

4) When I signed the lease to rent the home from Defendant Singh, I was roughly 25 or 26 years old. Defendant Singh was in his mid-forties. Defendant Singh took advantage of me at the time the lease was signed, by that I mean, he cheated me.

5) I sued Mr. Singh because he is dishonest and tried to cheat me out of my security deposit and personal possessions. I sued him in small claims court and the magistrate awarded me a judgment in my favor as to my security deposit. However, the magistrate did not award me money for the personal items (i.e. camera, grill, etc.) that Defendant Singh either stole from me, or allowed someone else to steal.

6) Defendant Singh is a very dishonest man. I believe he may have discriminated against me because I am African American. It is also possible that he simply took advantage of me because of my age and inexperience.

7) In my opinion I have won in every court appearance regarding my case against Mr. Singh. I won before Magistrate Costello. I won before Judge Owens and I have won twice before Judge Murphy on appeal. Defendant Singh is a liar and cheat and three judges saw through his dishonesty.

8) I know that I have never had any improper contact with Judge Owens and I do not believe that my attorney had improper contact with Judge Owens. I believe Defendant Singh has made up all of these lies against Judge Owens because he is mad that he has lost the case.

The undersigned states that the above information is true to the best of my knowledge, information and belief.

5-14-03

Corey Miller Date

Subscribed and sworn before me, this 14th

Day of May, 2003, a Notary Public in

and for Wayne County,

State of Michigan

Notary Public, SUSAN E. THOMAS

My Commission Expires: 2/20/04

EXHIBIT 4

AFFIDAVIT

JTC Grievance 02-14120

The undersigned, Wendy H. Barnwell, states that if called as a witness in this matter, she will testify as follows:

1) I am an attorney who was licensed to practice law in Ohio in 1987, and in Michigan in 1989.

2) I represented Plaintiff Corey Miller in 36th District Court Case No. 02-557602.

3) At hearings held before Judge Jeanette O'Banner Owens on June 21, 2002 and August 21, 2002, Judge Owens treated all parties with courtesy and respect.

4) At no time during the hearings held on June 21, and August 21, 2002, did Judge Owens display bias or prejudice against Defendant Jay Singh, or anyone else involved in the case.

5) Defendant Singh had engaged in unreasonable dishonest and sleazy conduct in his dealings with my client, Plaintiff Miller;

6) During the proceedings held before Judge Owens, Mr. Singh took positions that were not only without a legal basis, but were ridiculous as well.

7) Despite the fact that Mr. Singh had violated applicable landlord tenant laws by, a) not preparing a checklist before requiring a security deposit; and, b) charging a security deposit equal to two months rent. Mr. Singh attempted to retain Mr. Miller's security deposit.

8) At the various hearings in this matter, Mr. Singh offered no credible evidence to support his allegations that Mr. Miller had damaged the rental property. In fact, the primary evidence Mr. Singh relied on were receipts for repairs made prior to the time Mr. Miller ever occupied the property in question. Further, Mr. Singh could not even provide Judge Owens with the date he took the alleged pictures of the rental property.

9) At no time, did I ever have ex parte communications with Judge Owens regarding Mr. Miller's case. I truly resent such on allegation because Mr. Singh has accused not only Judge Owens of impropriety, but me as well. I find it both incredible and outrageous that because I was late to a hearing before Judge Owens, due to commitments in another court, that Mr. Singh

would assume that when I finally arrived and Judge Owens took the bench, that we had been engaged in and ex parte communication.

10) I have never socialized with Judge Owens, I do not know Judge Owens personally and the only contact I have had with her is during appearances in her court.

The undersigned states that the above information is true to the best of my knowledge, information and belief.

Wendy Barnwell 5/19/03

Wendy H. Barnwell Date

Subscribed and sworn before me, this 19th

Day of May, 2003, a Notary Public in

and for Wayne County,

State of Michigan

Susan E. Thomas

Notary Public, SUSAN E. THOMAS

My Commission Expires: 02/20/04

EXHIBIT 5

01-202907SC

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

COREY MILLER,
Plaintiff-Appellee,
-vs-
JAY SINGH,
Defendant-Appellant.

NO. 01-136395-AV
HON. JOHN A. MURPHY

ALLEN J. DYER (P54857)
Attorney for Appellant
P.O. Box 721400
Berkley. Mich. 48072-0400

WENDY BARNWELL (P42505)
Attorney for Appellee
1150 Griswold Suite 3100
Detroit, Michigan 48226
(313)964-5026/964-4942

OPINION AFFIRMING THE DISTRICT COURT IN PART AND REMANDING IN PART

At a session of said Court, held in the City of Detroit, County of Wayne, State of Michigan, on FEBRUARY 5, 2002
PRESENT: THE HONORABLE JOHN A. MURPHY

This is an appeal of a landlord-tenant dispute. In district Court, the landlord, Appellant Jay Singh, was ordered to pay the tenant, Appellee Corey Miller, twice the amount of the security deposit, or $2200; $800 for property damage; and the $36 filing fee, for a total of $3036.00.

The district-court judge, the Honorable Jeanette O'Banner-Owens, found that Mr. Singh had acted illegally by changing the locks on the property. Judge O'Banner-Owens also found that $100 in "earnest money" that Mr. Miller paid each month--in addition to the $550 monthly rent--money that was supposed to go toward

the purchase of the property, took unfair advantage of Mr. Miller because the price of the house was high enough that he could never realistically expect to buy it through the $100 monthly payment.

The district-court judgment was itself an appeal from a small-claims judgment entered on August 31, 2001, and awarding Plaintiff-Appellee $1096.00, the security deposit less an amount for property damage and utility bills. Mr. Miller, the tenant, brought the small-claims action on August 1, 2001, a couple of days after he was allegedly locked out of the property by Mr. Singh's changing the locks.

On appeal, Mr. Singh argues that the proceedings below were not conducted in accordance with the Court Rules, specifically, the requirement that he be given fair notice of Plaintiff's claims and that he be assessed property damage in accordance with Plaintiff's proofs. Mr. Singh further contends that the award of double the security deposit to Mr. Miller is invalid because Mr. Miller was a co-tenant who only deserved one-half of any security-deposit award. Mr. Singh also contends that he was never provided proper notice by Mr. Miller, a statutory prerequisite to return of the deposit, and that he was not allowed to deduct valid amounts from the deposit for unpaid rent, utility, and fees for bounced checks.

BACKGROUND

As we stated above, the proceedings before Judge O'Banner-Owens ended up centering on two issues. The first was the monthly $100 payment of "earnest money," which the Judge saw as an illegitimate because there was no reasonable expectation Mr. Miller could attain the necessary purchase price, or at least the necessary down payment, nor did the contract even state what the necessary amount was:

> The Court: See the beauty of the contract for Mr. Singh is; it doesn't state that $100 is going to get you there. That's your assumption through meeting of the mind where you though you were meeting of the mind with Mr. Singh. But he hasn't even stated in there what your down payment is. So you never know if you qualified. See?

Record at 17. After Mr. Miller told the Court that he and Mr. Singh had failed to reach an agreement on damages within 45 days, the Judge held that Mr. Miller was entitled to double the security deposit. Record at 24.

The parties disputed why the locks had been changed. Mr. Miller asserted that the locks had been changed on the 30th, even though he had paid through the 31st and had not completely moved out. According to Miller, the resulting loss of access caused him to lose a grill and a camera that he kept in the residence. Record at 21.

Mr. Singh maintained that he had changed the lock on the 1st of the next month, and that he changed the locks because he found the property with the doors open and the lights on. Record at

22.

The Judge found that Mr. Singh had acted illegally. Record at 23-24. She mandated that Appellant sit in the jury box. According to Appellant, once in the jury box he was afforded no meaningful opportunity to participate in the hearing. Mr. Singh maintains that part of the reason the Judge appeared to misunderstand his arguments is that English is not his native language.

LEGAL ANALYSIS

The Security Deposit

Mr. Singh contends that he was never afforded proper notice of what Mr. Miller would argue, nor was he afforded proper opportunity to present evidence.

Any reasonable person would have realized that the issue of the security deposit would have been raised before the district court. The security deposit, minus certain costs, was the basis of the award in small-claims court and Mr. Singh cannot reasonably maintain that he was surprised when the issue came up in district court.

The issue of the lock-out arose naturally from the discussion over the security deposit: Because rights to refund of a security deposit depend on notice, Mr. Miller's explanation of the deposit issue led to a description of how Mr. Singh did not show up for a scheduled meeting at the house on the 30th or 31st.

This in turn led to Mr. Miller's allegation that there was evidence that Mr. Singh had been on the property some time during those days because the locks had been changed. Record at 21.

Mr. Singh therefore can claim no unfair surprise as to what issues were raised.

Mr. Singh argues that he was never allowed to present evidence on his behalf. The evidence he claims was omitted relates to certain photographs and utility statements. Defendant-Appellant's Brief at 10. Because a landlord can retain a security deposit or some portion thereof to cover damage to the property and utility bills, MCLA sec. 554.607, this evidence would seem relevant to the deposit issue. A landlord, however, waives his right to recover if he does not institute an action for money within 45 days after the tenant vacates the property, MCLA 554.613(2), and then becomes liable for twice the security deposit. Here Mr. Singh, the landlord, failed to institute the required action. The small-claims action filed within 45 days did address the issue but this action was brought by Mr. Miller, the tenant; likewise, it was Mr. Miller, not Mr. Singh, who then appealed to the District Court.

Mr. Singh might argue that he should not be held to a pro forma requirement to file suit when suit had been filed against him within the 45 days; after all, once he and Mr. Miller appeared in small-claims court at the end of August 2001--well within the 45-day limit--Mr. Miller knew what offsets his former

landlord was claiming against the deposit. Cf. Oak Park Vill. v. Gorton, 128 Mich. App. 671, 678 (1983) (stating that purpose of notice provision is "to put all parties on notice of claims against the security deposit"). But the tenor of this argument works for the tenant as well: if Mr. Miller filed suit a few days after he had been locked out, Mr. Singh has a hard time claiming that he had no forwarding address to which to send the deposit.

And an argument can be made that Mr. Singh is estopped from claiming that Mr. Miller did not give him a forwarding address. Mr. Miller was forestalled from giving Appellant his address when Appellant failed to appear for a meeting on July 30, 2001. Around this time, Appellant changed the locks, contrary to law. Mr. Miller's failure to send the forwarding address may well stem from the resulting confusion caused by the illegal lockout. Cf. Kiff Contractors, Inc. v. Beeman, 10 Mich. App. 207 (1968). Terminating a tenancy unlawfully--as the District Court found had happened in this case--and then asking that the tenant be penalized for failing to adhere to niceties of procedure--seems particularly inequitable. This would be especially true here, where the lock-out resulted in confusion over when Mr. Miller's tenancy ended. Under Appellant's version, Mr. Miller contacted him and told him he intended to move out by July 28, 2001, but that he would contact Appellant when he moved out completely. Appellant's Brief at 9. It is unclear precisely when the lock-out occurred, but Judge O'Banner-Owens, whose credibility

determinations we are to accept, apparently did not believe Mr. Singh's assertion that Mr. Miller had abandoned the property and instead believed that Mr. Singh had illegally locked Mr. Miller out while he still had a right to the property. The lock-out thus clouds the issue of when the tenancy ended, which in turn makes it difficult to hold Appellee to a notice requirement based on when he was no longer an occupant.

The end result is that Mr. Singh violated the obligations MCLA sec. 554.613 imposes on a landlord toward his tenant: Mr. Singh "retain[ed] [a] portion of the security deposit for damages claimed" without "first obtain[ing] a money judgment for the disputed amount." The money judgment from the small-claims court was in favor of Appellee Miller, in the amount of $1096.00; at most, then, Mr. Singh can claim a judgment for $4 of the original $1100 security deposit.

Mr. Singh thus is "liable to the tenant for double the amount of the security deposit retained," or twice $1096. This means that the evidence Mr. Singh wished to introduce would have made no difference to the determination of the security deposit issue and any failure to consider it did not prejudice him on the deposit issue.

With regard to the security deposit in particular, Mr. Singh also claims that Mr. Miller was only a co-tenant who deserves only half the deposit. But this claim has been raised for the first time on appeal to this Court and we therefore consider it

waived. See Candelaria v. B.C. Gen. Contractors, 236 Mich. App. 67, 83 (1999)(appellate review normally limited to issues decided by the trial court), lv. app. denied, (May 2, 2000). Because Appellee would not have the opportunity to rebut the presumption of equal contribution by the co-tenants to the security deposit, cf. Danielson v. Lazoski, 209 Mich. App. 623 (1995), raising the issue on appeal is particularly inappropriate.

We thus uphold the district court's award of double the security deposit, but limit it to double the amount wrongfully retained, or twice $1096.00.

The Damage to the Property

It is not clear how the District Court calculated property damages of $800. The record is not illuminating on the subject; Judge O'Banner-Owens states, in a conclusory manner, that $800 is the proper amount.[1] Moreover, a landlord may still move under

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[1] After pointing out to Mr. Singh that his lock-out of Mr. Miller had been illegal, Judge O'Banner-Owens reached the issue of damages:

> The Court: . . . Check and see if anybody out there that has rental property where the person paying through the month is going out changing the locks. You'll find an illegal person that subject to jail.
>
> This Court has jurisdiction based on the record, and Public Act 348.172 to award twice the amount for the security deposit alleged land contract under the statement of a rental agreement $2,200 and $800 for property loss. I would suggest you order the transcript and take it to the Detroit police. That's an illegal act. You also spent $36 to file this case service charge, can be added to your costs. Judgment for the plaintiff of $3,036.00. There's no appeal. Officer Oriel here is the paperwork back.
>
> You can't lock people out and change their locks,

the common law for damages even if he has waived his right to deduct such damages from the security deposit, Oak Park Vill. v. Gorton, 128 Mich. 671, 680-81 (1983). We thus believe that on this issue we must remand to the District Court for an explanation of how the amount was determined, as well as for an explanation of why Appellant was not allowed to introduce his evidence on the subject of damages, bills not paid, etc.

Accordingly, we affirm the District Court as to the award of double the security deposit to Plaintiff-Appellee--limited to the double the amount, $1096, that Mr. Singh wrongfully retained, or $2192--and we remand on the issue of property damage.

Plaintiff-Appellee shall submit an order within ten (10) days.

HON. JOHN A. MURPHY

JOHN A. MURPHY
CIRCUIT COURT JUDGE

---

and go over there and they don't owe you no rent. Record at 24-25.

EXHIBIT 6

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

COREY MILLER,
Plaintiff-Appellee,
-vs-
JAY SINGH,
Defendant-Appellant.

NO. 02-237521-AV
HON. JOHN A. MURPHY

ALLEN J. DYER (P54857)
Attorney for Appellant
P.O. Box 721400
Berkley, Mich. 48072-0400

WENDY BARNWELL (P42505)
Attorney for Appellee
1150 Griswold Suite 3100
Detroit, Michigan 48226
(313)964-5026/964-4942

OPINION AND ORDER AFFIRMING DISTRICT COURT IN PART AND REVERSING DISTRICT COURT IN PART

At a session of said Court, held in the City of Detroit, County of Wayne, State of Michigan, on MARCH 24, 2003
PRESENT: THE HONORABLE JOHN A. MURPHY

This landlord-tenant appeal is before us for the second time. The first time, we affirmed the district judge on awarding Tenant-Appellee Corey Miller twice the security deposit[1] but--believing the amount fixed by the judge to be without foundation--remanded for a calculation of property damage he had suffered when evicted.

On remand, the district-court judge reiterated her award of double the security deposit to Tenant Miller; gave Miller an

[1] Actually, we reduced the security-deposit portion by $4 to reflect the fact that Miller had won an award of $1096 in small-claims court, $4 less than his $1100 security deposit.

additional $380 for security-deposit overpayment; gave Miller $1100, or 11 months' worth of $100 "earnest money payments" gave Miller an additional $802.50 in property damage; denied any damage award to Landlord Singh; and awarded Appellee's counsel $5000 in attorney's fees for representing Appellee Miller in the circuit court and on remand in the district court.

Appellant-Landlord Jay Singh now argues that he was treated unfairly on remand because the district judge was offended by his decision to appeal. Mr. Singh contests that he was not allowed to introduce evidence favorable to him and that the judge ignored evidence that Appellee was responsible for damage to the real estate itself that should have reduced Appellee's award. Mr. Singh argues that the judge wrongly allowed in unsupported claims of damage to Mr. Miller's personal property that exceeded the scope of his original claim. Mr. Singh claims that costs and attorney's fees should not have been awarded because, contrary to the criteria in MCR 2.625(B)(4), Appellee did not improve his position on appeal.

We review the district court's findings on damages according to the clear-error standard: whether we are left with the definite impression that the lower court erred. Triple E. Produce Corp. v. Mastronardi Produce, Ltd., 209 Mich. App. 165, 171, lv. app. denied, 450 Mich. 899 (1995).

One problem with Mr. Singh's claim for damages is that no inventory checklist was completed when Mr. Miller began his

tenancy. While it is true that a landlord may move under the common law for damages even when he has waived his right to deduct such damages from the security deposit, without the checklist we lack a starting point for calculating what damage was due to Mr. Miller's actions. Thus, a large part of the damage determination had to rest on credibility: whether Mr. Singh was credible when he testified as to the state of the property pre- and post-tenancy. Contrary to Mr. Singh's assertion, he was given an opportunity to present his case as to damages; apparently, the judge did not find him to be credible. On appeal, we will not disturb the district judge's credibility determination. Other than testimony, Mr. Singh presented items like photographs and receipts to buttress his case; again, though, while these items may have shown property damage, without evidence as to when this damage was done it cannot straightforwardly be linked to Mr. Miller. See Transcript of Apr. 19, 2002, at 19 (statement of district-court) ("I know, counselor. But I'm asking you, after he's got up and told me what great property, and how much he had to spend to have it repaired, where will I be without ever knowing how the property was when by moved in?"). Mr. Singh did testify to fill in the blanks; but, again, the judge did not find him to be credible.[2]

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[2] Thus, for example, when the judge asked Mr. Singh when the photographs of the property had been taken, he answered around August 2001. June 21, 2002, Transcript at 21. But it was up to the judge to decide if this answer was credible or not.

Mr. Singh emphasizes that in the lease Mr. Miller signed he attested to the fact that the property was in good shape. However, this statement did not constitute a warranty, certainly not one that Mr. Singh could reasonably have relied on, since he presumably knew the state of the property when he rented it. It may constitute some evidence that the property was in good shape at time Miller rented it, but the judge was free to believe the other evidence, including Mr. Miller's testimony, about the condition of the property.

As for the damage to Mr. Miller's property, the judge "clarified" her award of $800 (actually, a little over that amount) by enumerating expenses arising from the lock-out: damage to the lock; missing items; and so on. Mr. Singh claims that there is insufficient evidentiary support for these damages, but Mr. Miller's testimony of what happened after the lock-out provides the necessary support. Cf. Thompson v. W.W. Kimball Co., 190 Mich. 579, 581 (1916) (testimony of owner as to worth of piano was sufficient to establish value); Gum v. Fitzgerald, 80 Mich. App. 234, 237 (1977) (accepting plaintiff's testimony as to what items of personal property were on premises at time of conversion). Once more, we have a credibility determination that went against the landlord: the judge apparently believed Mr. Miller's testimony that items were missing after he had been

locked out.[3]

We raise two additional items concerning the damages. First, there is the $380 security-deposit "overpayment": It represents the amount by which the original security deposit exceeded the legally allowable maximum. The amount itself, however, does not equal the damages suffered by charging an excessive deposit, at least when the deposit has already been ordered to be returned. Instead, Mr. Miller's damages from the overcharge "equaled the value of the use of [his] money for any period during which defendant illegally held that money as an excessive security deposit." Sobel v. Trony Assocs., 91 Mich. App. 294, 299 (1979). We thus reverse the district court's order awarding Appellee the $380; instead, Mr. Miller is entitled to recover the value of the use of the money for the period in question as determined by the prevailing interest rate at a "regulated financial institution," MCLA 554.604(1).

Second, there is the issue of the "earnest money": As discussed in our Opinion on appeal the first time, the judge was troubled by this amount and viewed it as an illegitimate attempt to obtain from Plaintiff money toward purchase of the premises when there was no realistic possibility of Plaintiff's ever purchasing. Believing it illegitimate, the Judge ordered it to

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[3] In fact, at oral argument counsel for Appellant admitted that the damages issue centered on credibility. Transcript of Aug. 21, 2002, at 19.

be refunded. As overpayment of rent is normally to be returned to the tenant, this was proper.

Finally, we address the issue of attorney's fees and costs, awarded to Appellee for the original action in district court and for the original appeal. The question of who is a "prevailing party" is a question of law to be reviewed de novo. Klinke v. Mitsubishi Motors Co., 219 Mich. App. 500, 521 (1996), aff'd, 458 Mich. 582 (1998).

Mr. Miller brought this action, originally in small-claims court, to recover damages for being evicted. Both the small-claims court and the district court assessed damages against Mr. Singh; on the first appeal, this Court upheld part of the damages and remanded for re-calculation of damages to Appellee's personal property.

To be considered a prevailing party, a litigant need not recover the full amount he asks for. Fairly said, Appellee Miller can be deemed the prevailing party for the original district court action because he improved his position through the litigation and obtained a favorable judgment. Forest City Enters., Inc. v. Leemon Oil Co., 228 Mich. App. 57, 81 (1998), lv. app. denied, 459 Mich. 948 (1999). However, on the first appeal to the circuit court Appellee did not improve his position and thus cannot garner costs for that proceeding, MCR 2.625(B)(4).

Accordingly, we affirm the district court's award except with respect to costs and attorney's fees on the first appeal and with respect to the award of $380 for requiring an excessive security deposit. Because the district court did not break down its award of fees and costs between the district-court action and the first appeal to the circuit court, we remand for such a calculation. In addition, on remand the district court is to re-calculate the damages arising from the excessive security deposit by determining the value of use; to wit, by applying the prevailing interest rate of interest to the excess amount, $380, for the duration of occupancy, June 1, 2000 through August 1, 2001. See Sobel v. Trony Assocs., 91 Mich. App. 294, 299 (1979).

A TRUE COPY
CATHY M. GARRETT
WAYNE COUNTY CLERK
BY _____ DEPUTY

HON. JOHN A. MURPHY
JOHN A. MURPHY
CIRCUIT COURT JUDGE

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

COREY MILLER,
Plaintiff-Appellee,

-vs-

JAY SINGH,
Defendant-Appellant.

NO. 02-237521-AV
HON. JOHN A. MURPHY

ALLEN J. DYER (P54857)
Attorney for Appellant
P.O. Box 721400
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WENDY BARNWELL (P42505)
Attorney for Appellee
1150 Griswold Suite 3100
Detroit, Michigan 48226
(313)964-5026/964-4942

ORDER AFFIRMING DISTRICT COURT IN PART AND REVERSING

DISTRICT COURT IN PART AND REMANDING

At a session of said Court, held
in the City of Detroit, County
of Wayne, State of Michigan, on
MARCH 24, 2003
PRESENT: THE HONORABLE JOHN A. MURPHY

For the reasons set forth supra, we affirm the district court except for that for that portion of the attorney's fees/costs for the first circuit-court appeal and the award of $380 for deposit overcharge; and we remand to the district court pursuant to the instructions supra.

HON. JOHN A. MURPHY

JOHN A. MURPHY
CIRCUIT COURT JUDGE

A TRUE COPY
CATHY M. GARRETT
WAYNE COUNTY CLERK
BY DEPUTY CLERK

EXHIBIT 7

AFFIDAVIT

JTC Grievance 02-14120

The undersigned, Laura Smith, states that if called as a witness in this matter, she will testify as follows:

1) I have been a Certified Court Reporter for approximately 17 years.

2) For approximately the last 7 years, I have been a court reporter at Detroit's 36th District Court and during that entire period, I have worked in the court room of Judge Jeanette O'Banner Owens.

3) During the time I have worked for Judge Owens I have never seen her exhibit any conduct demonstrating bias or prejudice against a person because of their race, creed, national origin, gender, or any other reason.

4) Reflecting back on my 7 years of service at the 36th District Court, which I consider to be highly diverse in terms of the race and ethnic backgrounds of those who come before the court, I can state categorically that on the average workday, persons from all walks of life and assorted ethnic backgrounds appear before the court. I further believe that at no time have I seen Judge Owens say or do anything that would even remotely suggest that she has a bias or is prejudiced against persons who speak English with an accent.

5) I was the assigned court reporter at all four hearings held before Judge Owens from April 19, 2002 through August 21, 2002 regarding the case of Miller v Singh No. 02-557602 and at no time did I ever see, or hear anything that caused me to believe Judge Owens was biased or prejudiced against Mr. Singh.

6) I have no recollection of Judge Owens ever telling Mr. Singh that he could not order a hearing transcript. Also, if such a statement where made while the case was before Judge Owens, I would have reported it for transcript purposes.

7) Judge Owens does not permit anyone to have ex parte communications with her. Based upon my service with Judge Owens, I am aware of and have assisted in implementing this policy.

8) Wendy Barnwell appeared before Judge Owens on June 21, 2002 and August 21, 2002. I saw nothing that would indicate that Judge Owens engaged in an ex parte communication with Wendy Barnwell, or anyone else for that matter on those dates.

9) The only problem I recall concerning Mr. Singh's ordering of a transcript, arose from the fact that he sent me a draft made out to himself. I sent it back to him with an explanation. In my letter to him I stated that I could not accept that form of payment. A copy of the draft and my correspondence to Mr. Singh is appended. When proper payment was received, I prepared and provided the transcript to Mr. Singh.

The undersigned states that the above information is true to the best of my knowledge, information and belief.

Laura Smith 5/15/03

Laura Smith / Date

Subscribed and sworn before me, this 15th

Day of May, 2003, a Notary Public in

and for Wayne County,

State of Michigan

T. E. Hamblin

Notary Public,

My Commission Expires: 3/14/04

Laura M. Smith
Official Court Reporter
36th District Court

October 31, 2002

Jay Singh
21617 Meadow Lane
Beverly Hills, MI 48025

Re: C. Miller -v- J. Singh transcripts

Dear Mr.Singh:

I am returning your money order of $60 from the Family Credit Union Service Center. The money order cannot be negotiated at my financial institution as submitted. Please resubmit a money order payable to **Laura Smith**. Upon receipt of same, I will produce said transcripts as requested.

Should you have further questions, please feel free to call.

Very truly yours,

Laura Smith
Court Reporter

421 Madison Avenue Detroit, Michigan 48226 (313) 965-6121

CREDIT UNION FAMILY SERVICE CENTERS
23647 Greenfield Rd
Southfield, MI 48075-3121

OFFICIAL CHECK

225-057011
VOID AFTER SIXTY DAYS
October 28, 2002

PAY EXACTLY **$60dols00cts**
VOID if over $60 00

74-7807
3721

SOUTHFIELD

PAY **Sixty Dollars and 00/100**

TO THE ORDER OF ***JAY SINGH***

REMITTER JAY SINGH

AUTHORIZED SIGNATURE

Central Corporate Credit Union

⑈057011⑈ ⑆272478075⑆ 67216699125 00⑈

EXHIBIT 8

April 24, 2006

Vie Serifovski, Esq.
15450 E. Jefferson, Ste. 160
Grosse Pointe Park, MI 48230

Re: Judge Jeanette O'Banner-Owens

Dear Ms. Serifovski,

When we met on April 24, 2006, you asked me to provide you with information related to an incident that occurred in Judge Owens courtroom in July, 2005. This letter constitutes my recollection of that event.

I am a court officer at the 36th District Court. In July, 2005, I recall an incident that occurred in Judge Owens courtroom, although I am not certain of the exact date. I have not been assigned to Judge Owens courtroom and on this date, I just walked into her courtroom to say hello. To the best of my memory, court was no longer in session, and Officer Bishop, Ms. Smith and I were in the courtroom when the Judge stepped in and said hello to me. We exchanged a few friendly words and she informed me that she was a little upset because she couldn't find her purse.

While she was in the courtroom she made a comment to the effect of "when intelligence leaves the room, only ignorance remains." The comment was not directed at any specific person. I personally did not know to what she was referring. All that I know, is that the comment was made in a matter of fact fashion and was not made in demeaning, intimidating tone, nor was it directed at anyone in particular. I personally did not take offense to it. After making the comment, she then left. I stayed for a few more minutes and also left when I was done with my work.

Sincerely,

Officer Triplett

EXHIBIT 9

STATE OF MICHIGAN

IN THE 36TH DISTRICT COURT FOR THE CITY OF DETROIT

PALLISADES COLLECTION,

-vs-

DISTRICT COURT
CASE NO. 06-130136

DARNELL JONES,

Defendant:
_____/

CIVIL HEARING

BEFORE THE HONORABLE JEANETTE O'BANNER-OWENS

36TH District Court Judge

Detroit, Michigan - Friday, October 27, 2006

APPEARANCES:

NO APPEARANCES

Court Reporter: BETH A. TOMASI, CSR-3098

Certified Shorthand Reporter

(313) 965-6191

I N D E X

WITNESS

NO WITNESSES

EXHIBITS

NONE MARKED

Detroit, Michigan

October 27, 2006

Approximately 11: 15 a.m.

* * *

THE COURT: Palisades Collection, LLC, Darnel Jones, Abramson and -- Wolpoff and Abramson. You can do the backstroke and get the phone out of the court. I still need the attorney of record. Mr. Paul T. Olivier is the attorney, not Mr. Abbott. No one showed. I have a no show on it.

MR. ABBOTT: I'm here for Mr. --

THE COURT: That's interesting, but I'm requiring -- I know, counselor, you hear me talking to you.

MR. ABBOTT: Me?

THE COURT: Anything else is a non-legal issue. I'm dealing with you on the legal issue. I know who my constituents are.

The Court is in recess until we're ready to go forward. Mr. Courtney, we have one dismissal.

THE CLERK: Mr. Abbott is representing this one.

THE COURT: All of them are for the same legal firm.

THE CLERK: He was only on this one, your Honor.

THE COURT: I need him on these two. If he's calling the firm, he will call them for all three. That's the legal answer. If they're representing all three, they are the same firm. If he's calling for one, then the one that you're standing in for, you would call one of the ten attorneys for the other two cases, wouldn't you?

Lincoln Park has demonstrated that the business of large firms that can't appear in the Court will be addressed by this Court on the legal issue. Contrary to what the administration -- they have no legal training and don't look for them for guidance anymore. Wolpoff and Abramson, Mr. Oliver, two are no-shows and we can do these. Neither plaintiff nor the defendant appeared and for the third one, we'll adjourn it for the ten lawyers who couldn't appear from his firm.

(Pause in proceedings)

THE COURT: Back on the record. Case Number 06-130186, Pallisades Collection, LLC versus Darnel Joiner. This is the date scheduled for pre-trial conference, 9 o'clock. Today is the date that has been set for the pre-trial conference.

Neither the plaintiff, Wolpoff and Abramson, through it's attorney, Paul T. Olivier, P-18472 appeared and the Court will dismiss the case at this time. Darnel Joiner? Neither plaintiff nor the defendant did appear, so the Court will dismiss the case at this time. It may be that they worked out some agreement. So ordered.

(Proceedings concluded at approximately 11:17 a.m.)

CERTIFICATE OF COURT REPORTER

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, BETH A. TOMASI, CSR-3098, Official Court Reporter in and for the 36th District Court for the City of Detroit, State of Michigan, do hereby certify that the foregoing pages, 1 through 6, inclusive, comprises a true and accurate transcript of the proceedings had in the above-entitled cause.

Beth A. Tomasi

BETH A. TOMASI, CSR-3098
CERTIFIED SHORTHAND REPORTER

Mechanically reproduced copies of this transcript are not certified unless the certificate page bears an original signature.

DATED: December 27, 2006

EXHIBIT 10

BETH A. TOMASI
CSR-3098

January 23, 2007

Vie Serifovski, Esq.
15450 E. Jefferson, Suite 160
Grosse Pointe Park, MI 48230

Re: Judge Jeanette O'Banner-Owens

Dear Ms. Serifovski:

When I spoke to you on January 16, 2007, you asked that I provide a letter regarding my recollection of an October 27, 2006 hearing in Worldwide Asset Purchasing v. Denise Dickerson. I understand that this letter may be provided to the Judicial Tenure Commission for review.

As I stated to you previously, I was the court reporter working on October 27, 2006 and recall the following events. The Judge was preparing to handle her civil matters that were scheduled on her docket. Attorney James Abbott appeared on behalf of the attorney of record in Worldwide Asset Purchasing v. Denise Dickerson. As I recall, Mr. Abbott came into the Judge's courtroom with his cell phone in hand and it appeared that he was going to make or receive a telephone call. The Judge kindly requested that Mr. Abbott leave the courtroom, as cell phone use is never allowed during court proceedings.

Mr Abbott left the courtroom and after some other cases were called, the Judge called Mr. Abbott's case, Worldwide Asset Purchasing v. Denise Dickerson. Rosa informed the Judge that Mr. Abbott was representing the Plaintiff in that case and the Judge and Rosa exchanged a few words. The Judge dismissed the case without prejudice because neither the attorney of record, nor the attorney that was allegedly there to stand in on his behalf was present in the courtroom.

Mr. Abbott, daily appears in many of the 36th District Courtrooms and it is common for Mr. Abbott to not be in the courtroom when his case is called.

Sincerely,

Beth A. Tomasi,
CSR 3098

EXHIBIT 11

1-12-07

To: Vic Serifovski

I appeared in court october 27, 2006 I spoke to James Abbott regarding my case, I signed a consent Form and then I went inside the court room to sit down, Mr abbott came in shortly after, as he came in, the Judge started talking to him about something that I didn't understand. She then told Mr abbott to leave the court room because he had his cell phone in his hand. When mr abbott came back into the court room Judge Owens called a recess. Mr abbott and I left the court room, he told me to go to lunch at First and then he told me to wait, because he was going to try to find another judge so I waited and waited finally, his assistant told me to go to lunch. I came back and mr abbott came and got me, we went to the Chief Judge and she said there was nothing She could do because Judge Owens already made her judgement.

Denise Dickerson